

Susan S.Q. Kalra (California State Bar No. 167940)
Email: skalra@rameyfirm.com
RAMEY LLP
303 Twin Dolphin Drive, Suite 600
Redwood City, CA 94065
Telephone: (800) 993- 7499
Fax: (832) 900-4941

Attorneys for Plaintiff
KOJI IP, LLC

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

KOJI IP, LLC,

Plaintiff,

v.

RENESAS ELECTRONICS AMERICA,
INC.,

Defendant.

Case No.: 3:24-cv-03089-PHK

**RAMEY LLP'S RESPONSE TO SHOW
CAUSE ORDER**

Date: September 19, 2024

Time: 10:30 a.m.

Magistrate Judge Peter H. Kang

TABLE OF CONTENTS

I. INTRODUCTION AND RESPONSE TO THE ALLEGED UNAUTHORIZED PRACTICE OF LAW1

II. RELEVANT FACTUAL BACKGROUND.....4

III. RELEVANT LAW10

IV. ARGUMENT - SANCTIONS UNDER RULE 11 OR THE COURT’S INHERENT POWER ARE NOT WARRANTED.....11

 A. Plaintiff Conducted an Adequate Pre-suit Investigation.....17

 B. Ramey LLP’s Lawyers Conduct Was Very Reasonable18

 C. There Was No Merit Decision Of Plaintiff’s Claims.....19

 D. Rule 11 Sanctions are Not Warranted.....19

 E. Sanctions Under the Court’s Inherent Power are Not Warranted.....22

 F. Sanctions Under §1927, Rule 11 or the Court’s Inherent Power are not Warranted.....24

V. CONCLUSION.....25

TABLE OF AUTHORITIES

Cases

<i>Antonious v. Spalding & Evenflo Companies, Inc.</i> , 275 F.3d 1066	10, 20
<i>Checkpoint Sys., Inc. v. All-Tag Sec. S.A.</i> , 858 F.3d 1371 (Fed. Cir. 2017) .	11, 18, 24
<i>Edwards v. Gen. Motors Corp.</i> , 153 F.3d 242 (5 th Cir.1998)	11, 24
<i>Fed. Deposit Ins. Corp. v. Maxxam, Inc.</i> , 523 F.3d 566 (5th Cir. 2008).....	10
<i>Gomez v. Vernon</i> , 255 F.3d 1118 (9th Cir. 2001).....	1, 10, 22
<i>In re Crystal Cathedral Ministries</i> , No. 2:12-BK-15665-RK, 2020 WL 1649619, (Bankr. C.D. Cal. Mar. 31, 2020), aff'd, No. 2:12-BK-15665-RK, 2021 WL 2182975 (B.A.P. 9th Cir. May 28, 2021)	20, 23
<i>In re Keegan Mgmt. Co., Sec. Litig.</i> , 78 F.3d 431 (9th Cir. 1996)	15, 17, 23
<i>Jenkins v. Methodist Hosp. of Dallas</i> , 478 F.3d 255 (5 th Cir. 2007)	10
<i>Johnson Worldwide Assocs. v. Zebco Corp.</i> , 175 F.3d 985 (Fed. Cir. 1999).....	16
<i>Judin v. United States</i> , 110 F.3d 780 (Fed. Cir. 1997)	17, 20
<i>MeetrixIP, LLC v. Citrix Sys., Inc.</i> , No. 1:16-CV-1033-LY, 2017 WL 5986191 (W.D. Tex. Dec. 1, 2017)	16
<i>Milkcrate Athletics, Inc. v. Adidas Am., Inc.</i> , 619 F. Supp. 3d 1009 (C.D. Cal. 2022)	14, 15, 20
<i>N. Telecom Ltd. v. Samsung Elecs. Co.</i> , 215 F.3d 1281 (Fed. Cir. 2000)	16
<i>Park-In-Theatres v. Perkins</i> , 190 F.2d 137 (9th Cir. 1951)	12
<i>Phillips v. AWH Corp.</i> , 415 F.3d 1303 (Fed. Cir. 2005) (<i>en banc</i>).....	16
<i>Pisony v. Commando Construction, Inc.</i> , W-17-CV-00055-ADA, 2019 WL 928406 (W.D. Tex. Jan. 23, 2019)	16
<i>Shopify Inc. v. Express Mobile, Inc.</i> , No. 20-MC-80091-JSC, 2020 WL 4732334 (N.D. Cal. Aug. 14, 2020)	3
<i>Thorner v. Sony Computer Entm't Am. LLC</i> , 669 F.3d 1362, 1365 (Fed. Cir. 2012)	16

1 United Energy Owners Comm., Inc. v. United States Energy Management
2 Systems, Inc., 837 F.2d 356 (9th Cir. 1988)..... 10
3 *View Eng'g, Inc. v. Robotic Vision Sys., Inc.*, 208 F.3d 981
4 (Fed.Cir.2000)..... 1, 14, 15
5 *Watts v. XLSys., L.P.*, No. 1:06-cv-653-LY, 2008 WL 5731945 (W.D. Tex.
6 July 1, 2008)..... 16
7 **Rules & Regulations**
8 Fed. R. Civ. P. 11(b)(1)..... 10, 19
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Ramey LLP (“Ramey LLP”) files this Response to the Court’s Show Cause Order dated August 29, 2024 (“Show Cause Order”)¹ showing the Court that the Show Cause Order should be discharged without further order because:²

1. Ramey and all other attorneys at Ramey LLP were representing clients in California under the California Bar license of Susan Kalra and as Registered Patent Agents of the United States Patent & Trademark Office;
2. Ramey LLP’s attorneys complied with its prefiling investigation by charting the accused product against a claim of the ‘703 patent;³ and,
3. The conduct of Ramey LLP’s attorneys was not in bad faith, or conduct that constituted or was tantamount to bad faith, to support a sanction under the Court’s inherent power.⁴

I. INTRODUCTION AND RESPONSE TO THE ALLEGED UNAUTHORIZED PRACTICE OF LAW

Ramey LLP and its lawyers, William P. Ramey, III; Susan Kalra; and, Jeffrey Kubiak, respectfully respond to the Court’s Show Cause Order⁵ by first acknowledging that immediately upon Ms. Kalra reporting of the August 22, 2024 hearing, changes were made into the practice at Ramey LLP for all matters, including:

1. For all matters, only admitted attorney’s names are on pleadings, whether as a

¹ Doc. No. 27.

² This response is filed on behalf of William P. Ramey, III, Susan Kalra and Jeffrey Kubiak, each of which has filed sworn declarations in support of this response.

³ See, e.g., *View Eng'g, Inc. v. Robotic Vision Sys., Inc.*, 208 F.3d 981, 986 (Fed.Cir.2000).

⁴ *Gomez v. Vernon*, 255 F.3d 1118, 1134 (9th Cir. 2001).

⁵ Doc. No. 27.

1 member of the bar or by pro hac vice and

2 2. No longer is an attorney be listed on pleadings as *pro hac vice anticipated* or
3 otherwise unless that attorney is admitted.⁶
4

5 Ramey LLP did not intend by its use of *pro hac vice anticipated* to indicate that it was practicing
6 law in California or aiding another's practice of law.⁷ It has always been the practice of Ramey
7 LLP to work under the bar admission of Susan Kalra on cases pending in California.⁸ Ramey
8 LLP is not aware of any case where Ms. Kalra was not listed as the attorney of record but
9 acknowledges that *pro hac vice* applications were not filed in all cases for the other attorneys.⁹
10

11
12 Ramey LLP always intended to file a motion pro hac vice as a case progressed, once past
13 pleading stage.¹⁰ A decision was made by William Ramey, at the request of Carlos
14 Gorrichategui in early 2022, a client manager, to attempt reduce costs on cases that resolved
15 quickly, by not automatically filing a request for *pro hac vice* application.¹¹ Beginning in around
16 2022, Ramey LLP stopped filing for *pro hac vice* applications in all case but incorrectly left a
17 signature line with an attorney, that, if the case progressed, would later seek *pro hac vice*
18 admission.¹²
19

20
21 While not intending to violate an ethical rule of the California State Bar, Rule of Practice
22

23
24 ⁶ Declaration of William P. Ramey, III ("Ramey Decl.") at ¶19.

25 ⁷ Ramey Decl. at ¶20.

26 ⁸ Ramey Decl. at ¶20.

27 ⁹ Ramey Decl. at ¶20.

28 ¹⁰ Ramey Decl. at ¶21.

¹¹ Ramey Decl. at ¶21.

¹² Ramey Decl. at ¶21.

1 of this Court, or an ethical rule or rule of practice of any other State Bar, licensing authority or
 2 court, Ramey LLP acknowledges that its prior practice was in error and has corrected that issue.
 3 However, at all times, Ms. Kalra was acting as lead attorney on all California matters and
 4 William Ramey and Jeffrey Kubiak were practicing under her license.¹³ Further, as this Court
 5 acknowledged,¹⁴ Mr. Ramey and Mr. Kubiak are licensed by the United States Patent &
 6 Trademark Office. Therefore, Mr. Ramey and Mr. Kubiak are authorized to advise its client
 7 Koji on issues of claim scope, validity, and claim coverage as it relates to the claims of the ‘703
 8 patent,¹⁵ especially when working under the license of Ms. Kalra, who while having years of
 9 experience in analyzing patent claim scope is not licensed by the USPTO.¹⁶
 10
 11

12 Ramey LLP additionally left the signature block of Ramey and/or Kubiak on pleadings
 13 for Notice functions in an effort to assist Ms. Kalra who beginning in the summer of 2023,
 14 experienced some personal issues.¹⁷ Ramey LLP and its lawyers were not intending to flout the
 15 rules of the court but rather work with a colleague going through a difficult period and making
 16 sure no filing got missed. There was no deceptive intent involved or intent to indicate that either
 17 William Ramey or Jeffrey Kubiak was licensed to practice law in California.¹⁸ Further, Ms.
 18
 19
 20
 21
 22

23 ¹³ Ramey Decl. at ¶22; Declaration of Susan Kalra (“Kalra Decl.”), at ¶¶2-4.

24 ¹⁴ Doc. No. 27 at 10.

25 ¹⁵ *Shopify Inc. v. Express Mobile, Inc.*, No. 20-MC-80091-JSC, 2020 WL 4732334, at *5 (N.D.
 26 Cal. Aug. 14, 2020) (recognizing that individuals licensed by the USPTO may give opinions as
 to infringement).

27 ¹⁶ Ramey Decl. at ¶22; Kalra Decl. at ¶ 5.

28 ¹⁷ Ramey Decl. at ¶23; Kalra Decl. at ¶6; Supplemental Declaration of Susan Kalra (filed
 under seal).

¹⁸ Ramey Decl. at ¶23; Kubiak Decl. at ¶14.

Kalra was not aiding or abetting the unauthorized practice of law as she was always licensed.¹⁹ Each of William Ramey, Susan Kalra and Jeffrey Kubiak do not believe referral to a state bar, licensing authority or court for discipline is necessary. The conduct will not happen again and each lawyer apologizes to the Court. There was no intent by any lawyer at Ramey LLP to violate any ethical rule of rule of the Court.²⁰

II. RELEVANT FACTUAL BACKGROUND

Plaintiff Koji IP, LLC (“Koji”) sued Defendant Renesas Electronics America, Inc., (“Renesas”) alleging that Renesas infringes U.S. Pat. Nos. 10,790,703 (“the ’703 Patent”), entitled “Smart Wireless Power Transfer Between Devices” (“Patent-in-Suit”) in the District of Colorado on June 30, 2023.²¹ The claim chart used with the original complaint was prepared through the collaboration of Simon Sunatori, William Ramey, and Carlos Gorrichategui.²² Prior to filing, and afterwards, William Ramey believed that the claim chart showed infringement as the elements of claim 1 of the ’703 patent were mapped against Defendant’s product.²³ In short, the claims of the patent were compared to the accused devices.²⁴

Renesas’s in-house counsel and director of intellectual property, Mr. Masaki Yabe, directly contacted Mr. Ramey On July 3, 2023 about the lawsuit filed a few days earlier. Mr. Yabe offered to discuss a royalty rate for the alleged infringement and requested an extension,

¹⁹ Ramey Decl. at ¶23 Kalra Decl. at ¶¶2-4, 22.

²⁰ Ramey Decl. at ¶23; Kalra Decl. at ¶22; Kubiak Decl. at ¶13-14.

²¹ Ramey Decl. at ¶4.

²² Ramey Decl. at ¶24; Declaration of Simon Sunatori (“Sunatori Decl.”) at ¶¶8-11; Declaration of Carlos Gorrichategui, Ph.D (“Gorrichategui Decl.”) at ¶¶2-4, 14.

²³ Doc. No. 1-2; Ramey Decl. at ¶¶24-26.

²⁴ Ramey Decl. at ¶¶24-26.

which was freely offered. On July 11, 2023, Mr. Yabe agreed to waive service of the summons.²⁵

On July 20, 2023, Jason Crotty appeared as counsel for Renesas and opened a dialogue with Ramey LLP. Mr. Crotty asked that the suit be dismissed because there was low sales volume, Renesas disagreed with infringement, and stated venue was improperly based on a distributor.²⁶ Koji immediately began communicating with Defendant about the case, including both infringement and Defendant's contention that venue was improper.²⁷ For venue, Koji provided evidence that it believed showed that Renesas controlled the sales agent, in that Renesas listed the location as its location:

<https://www.renesas.com/us/en/buy-sample/locations>

Sales Locations

Country / Region
- Any -

Type
☐ Distributor
☐ Sales Representative
☐ Value Added Reseller

Apply

Location	Description	Contact Info	Type
Mountain US	AKI GIBB Colorado & Wyoming: 2181 So. Grape St Denver, CO 80222 Utah, Idaho, Montana: 4252 Cresthaven Ln. Lehi, UT 84043	Colorado & Wyoming: Phone: 303 756 0700 Fax: 303 756 3135 Utah, Idaho, Montana: Phone: 303 756 0700 Fax: 303 756 3135 Web: www.akigibb.com Contact: info@akigibb.com	Sales Representative

For infringement, Koji provided a rebuttal to Renesas position, a portion of which is reproduced here with the reminder in Exhibit E:

²⁵ Ex. A, July 3, 2023 e-mail chain (e-mail at the end of the chain), to the Ramey Decl.; Ramey Decl at ¶5.

²⁶ Ex. B, July 20, 2023 e-mail chain (July 18, 2023 e-mail from Crotty to Kubiak), to the Ramey Decl.; Ramey Decl. at ¶6.

²⁷ Ex. B, July 20, 2023 e-mail chain; Ramey Decl. at ¶7.

²⁸ Ex. D, screenshot from Renesas website embedded in July 26, 2023 e-mail chain, to the Ramey Decl.

Additionally, the claims do not appear to read on the accused product, as they appear directed primarily to the transmission side, and the P9222-R-EVK is essentially a low power receiver product.

• US10790703: "Smart wireless power transfer between devices"
 Claim 1 of US10790703 is "A wireless power transfer system for wirelessly charging a powered device" which encompasses both transmitter and receiver. Therefore, there is no "primarily to the transmitter side" or "primarily to the receiver side". Renesas Electronics America's P9222-R-EVK is Qi certified, i.e., it must follow both Qi's Power Transfer Protocol and Qi's Power Receiver Protocol.

• Qi Specifications | Wireless Power Consortium

<https://www.wirelesspowerconsortium.com/data/downloadables/P9222-R-EVK-Public-Kit>

In fact, Renesas Electronics America's own document admits that Renesas product P9235A-RB-EVK Evaluation Board or any other Qi certified transmitter can be used as the power transmitter, as shown below.

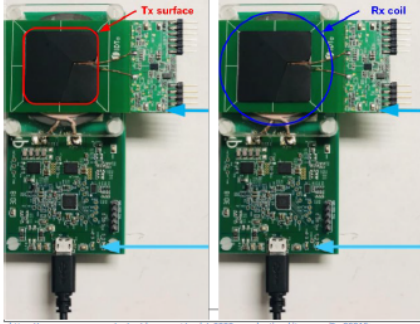
The P9222-R-EVK Wireless Power Evaluation Board can be used to demonstrate the features and performance of the P9222-R 5W Wireless Power Receiver in low power 2.5W applications such as in earbuds charging cases. The P9222-R-EVK can also supply up to 5W power. IDT's P9235A-RB-EVK Evaluation Board or any other Qi certified transmitter can be used as the power transmitter for P9222-R-EVK evaluation board testing.

<https://www.renesas.com/us/en/document/mobip9235a-rb-evaluation-board-qd-magnum7938119>

Renesas Electronics America wrote:

Even if that issue were somehow overcome, our analysis also indicates that the P9222-R-EVK does not perform several limitations of the independent claims, including, as examples, the last three "wherein" limitations in Claim 1.

Renesas Electronics America describes "P9222-R-EVK PCB boards acts as a spacer between Tx surface and Rx coil" and depicts Tx surface narrower than Rx coil, i.e., transmission power of the wireless communication circuitry is so controlled as to make a range of the close-range wireless communication substantially narrower than a range of the radiative powering region.



29

William Ramey substantively addressed each of Renesas noninfringement positions.³⁰ Renesas did not further counter this argument but filed a motion to dismiss providing:

The relationship between AKI GIBB and REA is governed by a Sales Representative Agreement which states that the relationship is that of "principal and selling representative." (O'Sullivan Decl., ¶ 5.) The agreement states that AKI GIBB is an independent contractor and not an employee or agent of REA. (*Id.*) REA does not own or control AKI GIBB, nor does it have any say in the day-to-day operations of AKI GIBB. (*Id.*, ¶ 6.) REA does not own or lease the AKI GIBB facility and does not have employees at AKI GIBB. (*Id.*)

31

After receiving these sworn statements, which were not previously provided to Koji and that likely established that the location relied upon for venue was not a location of Renesas, Koji

²⁹ Ex. E, claim chart attached to August 1, 2023 e-mail chain, to the Ramey Decl.

³⁰ Ramey Decl. at ¶9.

³¹ Ex. F, Doc. No. 14 at 3 from Cause No. 1:23-cv-1674, to the Ramey Decl.

1 dismissed its lawsuit on September 6, 2023 without burdening the court or Renesas to address
 2 the arguments. The dismissal was filed solely to effectuate dismissal and not a merits-based
 3 dismissal.³²

4 On November 8, 2023, Koji refiled the lawsuit in the Northern District of California.³³
 5 The claim charts used were those previously prepared³⁴ and where Renesas non-infringement
 6 position had been considered.³⁵ I and Koji immediately began discussions with counsel for
 7 Renesas about additional accused products,³⁶ Renesas maintained that the sales volume of the
 8 accused product was very low.³⁷ Koji and its counsel looked for additional products from
 9 Defendant.³⁸ However, to not burden Renesas, on January 30, 2024, Koji agreed to dismiss
 10 without prejudice its lawsuit, to which Renesas agreed.³⁹ The lawsuit was dismissed due to the
 11 low sales volume. Defendant had not filed any motions in the case or otherwise appeared or
 12 responded.⁴⁰

13 Shortly thereafter, William Ramey and his client's representative, Carlos Gorrichategui,
 14 Ph.D, discussed whether the sales of a newly charted product that was located had been included
 15 in the prior numbers and came to the conclusion it was not based on what had been provided to
 16 Renesas in the prior lawsuit. Accordingly, Koji asked Ramey LLP to file a new lawsuit based
 17
 18
 19
 20
 21

22
 23 ³² Ramey Decl. at ¶10.

24 ³³ Ex. G, Doc. No. 1 at 3 from Cause No. 5:23-cv-5750, to the Ramey Decl.

25 ³⁴ Ramey Decl. at ¶¶11, 14, 27, 28; *Compare* Doc. No. 1-2 in 5:23-cv-05752 to Doc. No. 1-2 at
 1:23-cv-01674.

26 ³⁵ Ex. E, claim chart rebuttal attached to August 1, 2023 e-mail chain.

27 ³⁶ Ex. H, January 23, 2024 e-mail chain, to the Ramey Decl.; Ramey Decl. at ¶12.

28 ³⁷ Ramey Decl. at ¶12.

³⁸ Ramey Decl. at ¶11, 14; Gorrichategui Decl. at ¶¶9-11, 14.

³⁹ Ex. J, January 30, 2024 e-mail chain, to the Ramey Decl.

⁴⁰ Ramey Decl. at ¶13.

1 on the newly charted product.⁴¹ On May 22, 2024, Koji filed the new lawsuit, accusing the
2 entirely different Renesas system.⁴²

3 Renesas's lawyer responded by letter on May 31, 2024, that Koji's lawsuit was
4 foreclosed as it had been dismissed twice.⁴³ The letter asked that the lawsuit be promptly
5 dismissed. After further discussions with Renesas's counsel, the lawsuit was dismissed with
6 prejudice on June 12, 2024.⁴⁴ Renesas had not entered an appearance or filed any document in
7 the case. The case was less than two months old.
8

9 In summary, Plaintiff filed a first complaint in a venue it believed correct based on
10 Defendant's website. Plaintiff's counsel engaged Defendant's counsel on both infringement and
11 venue. Plaintiff provided an infringement chart with its allegations. Defendant provided
12 evidence the venue was incorrect and rather than burden the court or Renesas with further
13 pleading on a motion that likely would be granted, Koji dismissed the lawsuit to move it to
14 California. Once in California, Koji engaged Renesas again and even provided an infringement
15 chart of a new product but ultimately dismissed the lawsuit due to low sales the accused charted
16 products in the complaint. Notably, Koji dismissed the lawsuit prior to Renesas needing to enter
17 an appearance. On reflection that a charted product was not included in the sales volume, Koji
18 filed a new lawsuit accusing a new product. As was standard practice for new lawsuits at the
19 time, a copy was sent to the Defendant with a proposed settlement letter. Mistakenly, the copy
20 was sent to Defendant's in-house counsel who had previously reached out on his own to Ramey
21
22
23
24

25
26
27 ⁴¹ Ramey Decl. at ¶14; Gorrichategui Decl. at ¶11.

⁴² Ex. K, Doc. No. 1-2, to the Ramey Decl.

28 ⁴³ Ex. L, Letter to Ramey from Crotty at 1, to the Ramey Decl.; Ramey Decl. at ¶15.

⁴⁴ Doc. No. 12.

1 LLP. Ramey LLP has updated its procedure to ensure that when outside counsel is known copies
 2 are sent to outside counsel and not the defendant's in-house counsel.⁴⁵ No further direct contact
 3 was made with Defendant after receiving Defendant's counsel's letter.⁴⁶

4
 5 Renesas's counsel responded that the previous dismissal was in effect with prejudice and
 6 therefore the current lawsuit should be dismissed.⁴⁷ Ramey LLP's opinion was that the dismissal
 7 of the Colorado lawsuit did not count as a prior dismissal for purposes of Rule 41 as it was done
 8 on venue grounds and to conserve the resources of the parties.⁴⁸ William Ramey knew from his
 9 over 20 years of practice that Rule 41 allowed, under certain circumstances, more than 2
 10 dismissals.⁴⁹ However, further research did not provide a definitive case on the issues so Koji
 11 decided to dismiss the lawsuit with prejudice before Renesas would be required to expend
 12 resources answering or otherwise responding.⁵⁰ Koji instructed its counsel to seek a dismissal
 13 where each party bearing its own fees and costs but Renesas refused.⁵¹ Rather than fight motion
 14 practice and increase the costs for both sides, Koji dismissed *with prejudice* its lawsuit over all
 15 products that might infringe the '703 patent.⁵² Notably, when Koji dismissed, Renesas had not
 16 entered an appearance. Renesas only entered an appearance to file its motion for fees. Moreover,
 17 prior to the motion for fees, Renesas had not filed a single document in the case. In short,
 18 Renesas's activity was a few communications with opposing counsel.
 19
 20
 21
 22
 23

24 ⁴⁵ Ramey Decl. at ¶16.

25 ⁴⁶ Ramey Decl. at ¶16.

26 ⁴⁷ Ramey Decl. at ¶17.

27 ⁴⁸ Ramey Decl. at ¶17.

28 ⁴⁹ Ramey Decl. at ¶17.

⁵⁰ Ramey Decl. at ¶17.

⁵¹ Ramey Decl. at ¶18.

⁵² Doc. No. 12.

III. RELEVANT LAW

Rule 11 sanctions address filings with a court, not alleged attorney misconduct.⁵³ Rule 11 expressly requires that an attorney presenting a pleading, motion, or other paper before a court certify that the attorney has performed “an inquiry reasonable under the circumstances” such that he can verify that (1) “it is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation,” (2) “the claims ... are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law;” (3) “the factual contentions have evidentiary support or, ... will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.”⁵⁴ A Rule 11 analysis is a strictly objective inquiry and inquiries into any alleged motivation behind a filing are improper.⁵⁵ When a claim is charted against an accused product, the lawyers involved may only be sanctioned for violating Rule 11(b)(2) if a reasonable attorney would have concluded that the claim construction proposed by the lawyer was frivolous.⁵⁶

The Ninth Circuit is clear that an award of sanctions under a court's inherent authority must be preceded by a finding of bad faith, or conduct that constituted or was tantamount to bad faith.⁵⁷

⁵³ Fed.R.Civ.P. 11; *see also United Energy Owners Comm., Inc. v. United States Energy Management Systems, Inc.*, 837 F.2d 356, 364–65 (9th Cir. 1988).

⁵⁴ Fed.R.Civ.P. 11(b)(1)–(3).

⁵⁵ *Fed. Deposit Ins. Corp. v. Maxxam, Inc.*, 523 F.3d 566, 580 (5th Cir. 2008); *Jenkins v. Methodist Hosp. of Dallas*, 478 F.3d 255, 264 (5th Cir. 2007).

⁵⁶ *Antonious v. Spalding & Evenflo Companies, Inc.*, 275 F.3d 1066, 1072–73 (Fed. Cir. 2002).

⁵⁷ *Gomez v. Vernon*, 255 F.3d 1118, 1134 (9th Cir. 2001).

**IV. ARGUMENT - SANCTIONS UNDER RULE 11 OR THE COURT'S
INHERENT POWER ARE NOT WARRANTED.**

Renesas has made no showing that counsel for Koji should be independently sanctioned. There is simply no “evidence of bad faith, improper motive, or reckless disregard of the duty owed to the court.”⁵⁸ Here, the case was at the pleading stage and the case was dismissed prior to the other side entering an appearance. This is routine litigation and there is no evidence to the contrary. Sanctions against counsel for Koji would have a chilling effect on Ramey LLP and its ability to file lawsuits, is inappropriate and without legal basis. There is no evidence that Ramey LLP’s conduct (or the conduct of its lawyers) warrants sanction under the inherent power of the Court or Rule 11 as there is no bad faith conduct or conduct tantamount to bad faith and all pleadings were filed after a reasonable inquiry and with a good faith basis in the law and facts. There simply no evidence to overcome the presumption that the lawsuit was filed in good faith.⁵⁹

Ramey LLP admits that it filed three cases on behalf of its client Koji against Renesas. The first was dismissed by Koji when it determined that it would likely lose a venue motion.⁶⁰ Rather than dismissed to increase costs, the case was dismissed to reduce costs. Koji had a good faith basis for claiming venue in Colorado and could have pressed the motion which it may have won or may have lost. In an effort to compromise, Koji dismissed, but not on the merits, rather to reduce costs for all parties and transfer the case. The only evidence before the Court is that the case was dropped to reduce cost. It is hard to fathom how an action to reduce cost, an action that is working with opposing counsel, can support a Rule 11 Sanction or a sanction under the

⁵⁸ *Edwards v. Gen. Motors Corp.*, 153 F.3d 242, 246 (5th Cir.1998).

⁵⁹ *Checkpoint Sys., Inc. v. All-Tag Sec. S.A.*, 858 F.3d 1371, 1376 (Fed. Cir. 2017).

⁶⁰ Ramey Decl. at ¶10.

1 Court's inherent power? Koji could have let the court in Colorado decide the venue motion
 2 which at worst would have resulted in dismissal or transfer to California. Therefore, Renesas in
 3 fact saved resources of the parties and the judiciary because of Koji's decision to dismiss.
 4

5 Koji admits that it refiled the same infringement allegations it previously dismissed in
 6 Colorado in the Northern District of California.⁶¹ The lawsuit was filed November 8, 2023 at
 7 the venue Renesas previously said was correct. As before, Koji opened communications with
 8 opposing counsel.⁶² While Renesas counsel beats the drum that no response was received to its
 9 noninfringement position, such statement is false as Koji replied to each argument with a refuting
 10 claim chart.⁶³ That Renesas may disagree with the arguments is not unexpected in patent
 11 litigation. The chart and rebuttal are unrefuted evidence at this stage of the litigation that Koji's
 12 claims were made in good faith, as was the case in *Park-In-Theatres v. Perkins*.⁶⁴ That Renesas's
 13 lawyer claims that no response was made belies belief and illustrates that such false statements
 14 are only to make opposing counsel seem to have acted in an unreasonable manner. However,
 15 such was not the case here and it is tantamount to bad faith for Renesas's counsel to make such
 16 a false statement. Koji and its counsel worked the case with Defendant's counsel to
 17 expeditiously and economically resolve it, without burdening the court. Ultimately, Renesas
 18 maintained that the sales of the charted products in the second suit were very low, around \$4k.⁶⁵
 19 Rather than add the new claim chart, Koji dismissed the lawsuit without prejudice as it further
 20
 21
 22
 23
 24
 25

26 ⁶¹ Doc. No. 1 in Cause No. 5:23-cv-5752.

27 ⁶² Ramey Decl. at ¶11.

28 ⁶³ Ex. M; Ramey Decl. at ¶9.

⁶⁴ 190 F.2d 137, 143 (9th Cir. 1951) (a case approvingly cited by the Supreme Court for the standard of what are extraordinary circumstances for awarding fees under Section 285).

⁶⁵ Ex. B at July 28, 2024 e-mail.

1 investigated its claims.⁶⁶ The case was pending for two months. Renesas did not even enter an
 2 appearance or take any other action in the matter besides a few discussions with counsel for Koji.

3 Koji's manager approached Ramey LLP and asked if there were any claims left to pursue
 4 for a new product.⁶⁷ Upon review of the file, Ramey LLP determined that the additional product
 5 charted had not been accounted for in the sales volume and advised its client that the suit could
 6 be refiled as new complaint against was against a new product.⁶⁸ On May 22, 2024, Koji filed
 7 a new lawsuit against Renesas asserting the '703 patent against a new product that was not
 8 previously sued.⁶⁹

10 Unexpectedly, Renesas claimed the lawsuit was barred by Rule 41. However, and less
 11 than 2 months later, Ramey LLP dismissed the lawsuit when it could not find authority
 12 equivocally stating that Renesas's position was incorrect and given the low sales volume. Ramey
 13 LLP believed it had a valid lawsuit as the claims were not the same claims made in the prior suit
 14 and the Ramey LLP did not believe the Colorado dismissal based on venue would count under
 15 Rule 41 as a prior dismissal.⁷⁰ William Ramey knew from his over twenty years of experience
 16 that there was an exception to Rule 41 dismissals that allowed a refiling in situations like this.⁷¹
 17 However, in not wanting to improperly maintain a lawsuit and in light of the fact the Defendant's
 18 counsel maintained that the sales of the newly charted product were small, the case was
 19 dismissed. At all times, Ramey LPP evaluated its position and modified that position to make
 20
 21
 22
 23
 24
 25

26 ⁶⁶ Doc. No. 12.

27 ⁶⁷ Gorrichategui Decl. at ¶11.

28 ⁶⁸ Ramey Decl. at ¶14.

⁶⁹ Doc. No. 1 and 1-2 (suing a new Renesas product).

⁷⁰ Ramey Decl. at ¶17.

⁷¹ Ramey Decl. at ¶17.

1 the litigation less burdensome to all parties.⁷² Before filing the infringement action for the third
2 time, a chart comparing a new product was prepared in collaboration by William Ramey and
3 Simon Sunatori.⁷³ It is believed that this chart establishes the reasonableness of the pre-filing
4 inquiry made in this patent infringement case under Rule 11.⁷⁴ Further, the Federal Circuit has
5 found that such an analysis is evidence of compliance with Rule 11 for a patent infringement
6 case.⁷⁵

7
8
9 Moreover, Rule 41 specifically allows a lawsuit to be filed more than twice if there is an
10 explanation for why the Rule should not apply. William Ramey relied on his over 20 years of
11 experience in refileing the lawsuit.⁷⁶ Ramey knew there were exceptions that allowed the refileing
12 of a complaint, in cases where there is “a persuasive explanation for the course of litigation.”⁷⁷
13 Here, the dismissal in Colorado was more akin to convenience and not a merits dismissal.
14 Further, the third lawsuit charted a new product that had not been alleged as infringing in the
15 prior suit.
16

17
18 Plaintiffs hire Ramey LLP and its lawyers for this experience, knowing how to conduct
19 themselves in patent infringement litigation. However, given Defendant’s counsels requests and
20 comments that the sales volume of the newly charted product were low, the lawsuit was
21 ultimately dismissed with prejudice.⁷⁸ Under Rule 41 jurisprudence, the filing of the third
22

23
24
25 ⁷² Ramey Decl. at ¶26.

26 ⁷³ Ramey Decl. at ¶26.

27 ⁷⁴ See, e.g., *View Eng'g, Inc. v. Robotic Vision Sys., Inc.*, 208 F.3d 981, 986 (Fed. Cir. 2000).

28 ⁷⁵ *View Eng'g, Inc. v. Robotic Vision Sys., Inc.*, 208 F.3d 981, 986 (Fed.Cir.2000).

⁷⁶ Ramey Decl. at ¶¶17, 27.

⁷⁷ *Milcrate Athletics, Inc. v. Adidas Am., Inc.*, 619 F. Supp. 3d 1009 (C.D. Cal. 2022).

⁷⁸ Ramey Decl. at ¶28.

lawsuit was allowed.⁷⁹ Ramey LLP freely admits that the Court may probe the circumstances of the filing but the fact that the case law allows the filing is evidence that the filing was not so unreasonable as to warrant a Rule 11 sanction or a sanction under the Court's inherent power.⁸⁰

As such, there is believed to be no evidence before this Court that that the any of the complaints filed against Defendant did not comply with Rule 11. Each chart compared the claims of the accused device against the elements of a claim from the '703 patent, namely claim 1, thus establishing a reasonable basis for the filing of each lawsuit.

The Federal Circuit court has construed Rule 11, in the context of patent infringement actions, to require that an attorney interpret the pertinent claims of the patent in issue before filing a complaint alleging patent infringement.⁸¹ Here, the claim chart prepared prior to the filing of both the second⁸² or third lawsuit adopted a plain and ordinary construction of the claims terms, needing no further construction.⁸³ Under Rule 11, because claim construction is a matter of law, an attorney's proposed claim construction is subject to the Rule 11(b)(2) requirement that all legal arguments be nonfrivolous. In the Ninth Circuit, an attorney's legal arguments using a standard of objective reasonableness.⁸⁴ To satisfy that requirement, there must be some basis in law to support each legal argument in the complaint.

⁷⁹ *Milkcrate Athletics, Inc. v. Adidas Am., Inc.*, 619 F. Supp. 3d 1009 (C.D. Cal. 2022).

⁸⁰ *See, e.g., id.*

⁸¹ *View Eng'g, Inc. v. Robotic Vision Sys., Inc.*, 208 F.3d 981, 986, 54 USPQ2d 1179, 1182 (Fed.Cir.2000).

⁸² The claim chart filed with the first lawsuit was the same chart filed with the second lawsuit.

⁸³ Ramey Decl. at ¶25; Kalra Decl. at ¶25; Kubiak Decl. at ¶16.

⁸⁴ *In re Keegan Mgmt. Co., Sec. Litig.*, 78 F.3d 431, 434 (9th Cir. 1996).

For the law on claim construction, the Federal Circuit controls and there is a heavy bias towards a plain and ordinary meaning. During claim construction, the words of the claims themselves are used to define the scope of the patented invention.⁸⁵ In determining the meaning of the claims, “there is a ‘heavy presumption in favor of the ordinary meaning of claim language.’”⁸⁶ Ordinary meaning is defined as the “meaning that term would have to a person of ordinary skill in the art in question at the time of invention.”⁸⁷ In fact, there are only two situations where a sufficient reason exists to require the entry of a definition of a claim term other than its plain and ordinary meaning. The first arises if the patentee has chosen to be his or her own lexicographer by clearly setting forth an explicit definition for a claim term. The second is where the term or terms chosen by the patentee so deprive the claim of clarity that there is no means by which the scope of the claim may be ascertained from the language used.⁸⁸ Thus, William Ramey’s, Susan Kalra’s and Jeffrey Kubiak’s proposed claim constructions for the terms of the ‘703 patent as plain and ordinary meaning find support in the existing law and are not frivolous but rather well-founded and suffice for compliance with Rule 11(b)(2).

⁸⁵ *Phillips v. AWH Corp.*, 415 F.3d 1303, 1312 (Fed. Cir. 2005) (*en banc*).

⁸⁶ *Watts v. XLSys., L.P.*, No. 1:06-cv-653-LY, 2008 WL 5731945, at *7 (W.D. Tex. July 1, 2008) (quoting *Johnson Worldwide Assocs. v. Zebco Corp.*, 175 F.3d 985, 989 (Fed. Cir. 1999)); see also *MeetrixIP, LLC v. Citrix Sys., Inc.*, No. 1:16-CV-1033-LY, 2017 WL 5986191, at *2 (W.D. Tex. Dec. 1, 2017) (citing *Thorner v. Sony Computer Entm’t Am. LLC*, 669 F.3d 1362, 1365 (Fed. Cir. 2012)) (“The Federal Circuit has reaffirmed that a departure from the ordinary and customary meaning is the exception, not the rule.”).

⁸⁷ *Phillips*, 415 F.3d at 1313; see also *Pisony v. Commando Construction, Inc.*, W-17-CV-00055-ADA, 2019 WL 928406, at *1 (W.D. Tex. Jan. 23, 2019). “[T]he person of ordinary skill in the art is deemed to read the claim term not only in the context of the particular claim in which the disputed term appears, but in the context of the entire patent, including the specification.” *Phillips*, 415 F.3d at 1313.

⁸⁸ *N. Telecom Ltd. v. Samsung Elecs. Co.*, 215 F.3d 1281, 1291 (Fed. Cir. 2000) citing *Johnson Worldwide Assocs. v. Zebco Corp.*, 175 F.3d 985, 990 (Fed. Cir. 1999).

1 In evaluating whether there is a Rule 11 violation for the pre-suit investigation, a counsel
2 must make a reasonable effort to determine whether the accused device satisfies each of the
3 claim limitations.⁸⁹ Here, detailed claim charts were prepared that compared the accused device
4 against the claim elements, thus showing compliance with Rule 11(b)(3).
5

6 The Ninth Circuit applies an objective-objective test such that an attorney may not be
7 sanctioned under Rule 11 for either:
8

- 9 1. filing a complaint well-founded in fact and law with what a court determines to have
10 been an inadequate pre-suit investigation or
11
- 12 2. filing a complaint found not to be well-founded in the law or fact but where there was
13 an adequate pre-suit investigation.⁹⁰
14

15 In short, at a minimum, there must be a frivolous pleading for there to be a rule 11 violation. In
16 the present case, there is no frivolous pleading as there was adequate investigation to make the
17 both the legal and factual allegations in the complaint.

18 **A. Plaintiff Conducted an Adequate Pre-suit Investigation**

19 A primary concern in a Rule 11 analysis is the merits of the case, as filed. Here, Ramey
20 LLP used technical resources, including both in-house and Simon Sunatori, to draft all claim
21 charts in this matter. Mr. Sunatori is a professional engineer and has a Master's degree in
22 Engineering who was engaged by DynaIP Deals to assist in identifying alleged infringing
23 products.⁹¹ Sunatori's diligence included comparing Renesas products to the claims of the '703
24
25

26
27 ⁸⁹ *Judin*, 110 F.3d at 784, 42 USPQ2d at 1304.

28 ⁹⁰ *In re Keegan Mgmt. Co., Sec. Litig.*, 78 F.3d 431, 434 (9th Cir. 1996).

⁹¹ Sunatori Decl. at ¶3.

1 patent with the assistance of William Ramey of Ramey LLP.⁹² Ramey LLP and Sunatori
 2 continued to work with one another to address Renesas's argument that it did not infringe,
 3 preparing counter arguments that were submitted to Renesas.⁹³ When sales were found to be
 4 low of the original accused instrumentality, Sunatori helped Ramey LLP locate a new product
 5 and helped develop the new claim charts.⁹⁴ In short, Ramey LLP asserted the patents against the
 6 Renesas devices only after collaboration with a technical expert, Sunatori who has over 25-years-
 7 experience with patents and research and development.⁹⁵ At this stage of the litigation, Ramey
 8 LLP asserts that the complaints were asserted in a good faith belief that infringement existed,
 9 and still exists.⁹⁶ There simply is no evidence that the lawsuits were not filed in good faith.⁹⁷
 10 Moreover, Renesas did not put any evidence of bad faith in its motion.
 11
 12

13 **B. Ramey LLP's Lawyers Conduct Was Very Reasonable**

14 There simply is no evidence that Ramey LLP acted unreasonably. In fact, the opposite
 15 is true, Renesas's counsel and Ramey LLP were in constant communication. Ramey LLP
 16 submitted charts in response to Renesas's noninfringement positions⁹⁸ and dismissed cases
 17 rather than increase the costs of litigation.⁹⁹ Had Ramey LLP dug its feet in and not dismissed,
 18 the case would be continuing, in Ramey LLP's opinion. However, to reduce risk for all parties,
 19 Koji dismissed its claims after engaging with Defendant's counsel. There is simply nothing
 20
 21
 22
 23

24 ⁹² Sunatori Decl. at ¶8.

25 ⁹³ Sunatori Decl. at ¶¶10-11.

26 ⁹⁴ Ramey Decl. at ¶14.

27 ⁹⁵ Sunatori Decl. at ¶7.

28 ⁹⁶ Ramey Decl. at ¶14.

⁹⁷ *See, e.g., Checkpoint Sys., Inc. v. All-Tag Sec. S.A.*, 858 F.3d 1371, 1376 (Fed. Cir. 2017) (presumption lawsuit is filed in good faith).

⁹⁸ Exs. I and D.

⁹⁹ Ramey Decl. at ¶9.

improper about such conduct. In fact, it should be encouraged. A Rule 11 or inherent power sanction would only work to discourage parties from openly communicating and working to resolve cases.

C. There Was No Merit Decision Of Plaintiff's Claims

Renesas failed to obtain any ruling from a court that Koji's claims were not meritorious. Koji litigated in a timely and reasonable matter responding to the opposing counsel. Fees are not to be awarded under Rule 11 unless it is shown that there was no a reasonable inquiry such that the attorney can verify that (1) "it is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation," (2) "the claims ... are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law;" (3) "the factual contentions have evidentiary support or, ... will likely have evidentiary support after a reasonable opportunity for further investigation or discovery."¹⁰⁰ Here, Koji's lawyers complied with this duty and there is no evidence otherwise.

D. Rule 11 Sanctions are Not Warranted

The Court ordered a response as to (1) the pre-filing inquiry into the Complaint under Rule 41 and (2) the prefiling inquiry into the allegations in the Third Amended Complaint.¹⁰¹ As set forth above, William Ramey knew based upon his over twenty years of legal experience that the law allows the filing of a complaint under certain circumstances even if twice dismissed.¹⁰² The Ninth Circuit's test is whether there is "a persuasive explanation for the course

¹⁰⁰ Fed. R. Civ. P. 11(b)(1)–(3).

¹⁰¹ Doc. No. 27 at 13.

¹⁰² Ramey Decl. at ¶19.

of litigation.”¹⁰³ Here, William Ramey believed there was a persuasive explanation and Susan Kalra relied on William Ramey in authorizing the filing of the complaint.¹⁰⁴ For Rule 11 purposes, an attorney is allowed to rely upon another attorney.¹⁰⁵ However, that does not shield the attorney from liability under Rule 11. Moreover, while the Ninth Circuit reliance on forwarding co-counsel may in certain circumstances satisfy an attorney's duty of reasonable inquiry, the counsel must acquire knowledge of facts sufficient to enable them to certify that the paper is well-grounded in fact. An attorney who signs the pleading cannot simply delegate to forwarding co-counsel his duty of reasonable inquiry.¹⁰⁶ Here, Ms. Kalra, while not involved with preparing the claim charts was satisfied that they complied with Rule 11.¹⁰⁷ Ms. Kalra trusted the charts she was sent from Mr. Ramey because they had worked together for many years and she trusted his work.¹⁰⁸ Further, the charts have not been shown to frivolous to warrant a Rule 11 sanction,¹⁰⁹ rather the charts are a are well grounded in fact. The charts compare each element to the accused device: For the preamble of Claim 1:

¹⁰³ *Milkcrate Athletics, Inc. v. Adidas Am., Inc.*, 619 F. Supp. 3d 1009 (C.D. Cal. 2022).

¹⁰⁴ Ramey Decl. at ¶24.


¹⁰⁵ *See, e.g., Judin v. United States*, 110 F.3d 780, 785 (Fed. Cir. 1997).

¹⁰⁶ *In re Crystal Cathedral Ministries*, No. 2:12-BK-15665-RK, 2020 WL 1649619, at *36 (Bankr. C.D. Cal. Mar. 31, 2020), *aff'd*, No. 2:12-BK-15665-RK, 2021 WL 2182975 (B.A.P. 9th Cir. May 28, 2021)

¹⁰⁷ Ramey Decl. at ¶24; Kalra Decl. at ¶¶24-25.

¹⁰⁸ Ramey Decl. at ¶24; Kalra Decl. at ¶¶24-25.

¹⁰⁹ *Antonious v. Spalding & Evenflo Companies, Inc.*, 275 F.3d 1066, 1072–73 (Fed. Cir. 2002).

US10790703 Claim 1	Renesas Electronics's PTX130W/PTX30W
1. A wireless power transfer system for wirelessly charging a powered device, comprising:	 <p>PTX130W/PTX30W Hardware Integration</p> <p>© 2023 Renesas Electronics</p> <p>https://www.renesas.com/us/en/document/mah/ptx130w-ptx30w-hardware-integration-manual?r=25426216 R35UH0013EE0100 Rev.1.00 Nov 22, 2023</p> <p><i>Renesas Electronics's PTX130W/PTX30W (MUST BE BOUGHT TOGETHER IN ORDER TO ACHIEVE POWER TRANSFER) is a wireless power transfer system for wirelessly charging a powered device.</i></p>

110 Koji identifies defendant's

accused product by web address and name, and with an explanation in red. For the next claim element, Koji identifies a product features webpage from Defendant:

US10790703 Claim 1	Renesas Electronics's PTX130W/PTX30W																																														
a battery power source for supplying power to the wireless power transfer system;	<table border="1"> <thead> <tr> <th>Product features</th><th></th></tr> </thead> <tbody> <tr><td>Ultra-low power on-chip embedded core</td><td>✓</td></tr> <tr><td>Integrated PMIC solution</td><td>✓</td></tr> <tr><td>Integrated flexible battery charger with reverse current limiter</td><td>✓</td></tr> <tr><td>Integrated highly efficient active rectifier</td><td>✓</td></tr> <tr><td>Standalone mode of operation (without Host MCU)</td><td>✓</td></tr> <tr><td>Embedded power regulation control</td><td>✓</td></tr> <tr><td>Required PCB integration area (est.)</td><td>17 mm²</td></tr> <tr><td>Rectification efficiency (AC to DC)</td><td>up to 92%</td></tr> <tr><td>Energy harvesting [W]</td><td>up to 1W</td></tr> <tr><td>Charging current range [mA]</td><td>5-250 mA</td></tr> <tr><td><u>Li-Ion and Li-Polymer batteries support</u></td><td>✓</td></tr> <tr><td>Charge status monitor</td><td>✓</td></tr> <tr><td>On-chip over-temperature detection/protection</td><td>✓</td></tr> <tr><td>Transparent data exchange channel</td><td>✓</td></tr> <tr><td>Shipping mode (support for battery protection)</td><td>✓</td></tr> <tr><td>System MCU supply output voltage, typ. [V]</td><td>1.8, 3.3 V</td></tr> <tr><td>Battery-less power supply output</td><td>✓</td></tr> <tr><td>JEITA support</td><td>✓</td></tr> <tr><td>Shipping mode current consumption, typ. [nA]</td><td>25 nA</td></tr> <tr><td>I2C clock frequency [kHz]</td><td>Up to 1 MHz</td></tr> <tr><td>Available packages</td><td>CSP16</td></tr> <tr><td>Temperature range [°C]</td><td>-40 to +85</td></tr> </tbody> </table> <p>https://www.renesas.com/us/en/document/ovr/nfc-wireless-charging-wlc-product-overview?r=25426216 2022-12-15</p> <p><i>For example, Renesas Electronics's PTX130W/PTX30W describes "Li-Ion and Li-Polymer batteries support", which means the existence of a battery power source.</i></p>	Product features		Ultra-low power on-chip embedded core	✓	Integrated PMIC solution	✓	Integrated flexible battery charger with reverse current limiter	✓	Integrated highly efficient active rectifier	✓	Standalone mode of operation (without Host MCU)	✓	Embedded power regulation control	✓	Required PCB integration area (est.)	17 mm ²	Rectification efficiency (AC to DC)	up to 92%	Energy harvesting [W]	up to 1W	Charging current range [mA]	5-250 mA	<u>Li-Ion and Li-Polymer batteries support</u>	✓	Charge status monitor	✓	On-chip over-temperature detection/protection	✓	Transparent data exchange channel	✓	Shipping mode (support for battery protection)	✓	System MCU supply output voltage, typ. [V]	1.8, 3.3 V	Battery-less power supply output	✓	JEITA support	✓	Shipping mode current consumption, typ. [nA]	25 nA	I2C clock frequency [kHz]	Up to 1 MHz	Available packages	CSP16	Temperature range [°C]	-40 to +85
Product features																																															
Ultra-low power on-chip embedded core	✓																																														
Integrated PMIC solution	✓																																														
Integrated flexible battery charger with reverse current limiter	✓																																														
Integrated highly efficient active rectifier	✓																																														
Standalone mode of operation (without Host MCU)	✓																																														
Embedded power regulation control	✓																																														
Required PCB integration area (est.)	17 mm ²																																														
Rectification efficiency (AC to DC)	up to 92%																																														
Energy harvesting [W]	up to 1W																																														
Charging current range [mA]	5-250 mA																																														
<u>Li-Ion and Li-Polymer batteries support</u>	✓																																														
Charge status monitor	✓																																														
On-chip over-temperature detection/protection	✓																																														
Transparent data exchange channel	✓																																														
Shipping mode (support for battery protection)	✓																																														
System MCU supply output voltage, typ. [V]	1.8, 3.3 V																																														
Battery-less power supply output	✓																																														
JEITA support	✓																																														
Shipping mode current consumption, typ. [nA]	25 nA																																														
I2C clock frequency [kHz]	Up to 1 MHz																																														
Available packages	CSP16																																														
Temperature range [°C]	-40 to +85																																														

111

Wherein Koji identifies the element. For the next element, Koji includes another screenshot:

¹¹⁰ Doc. No. 1-2 at 4 of 11.

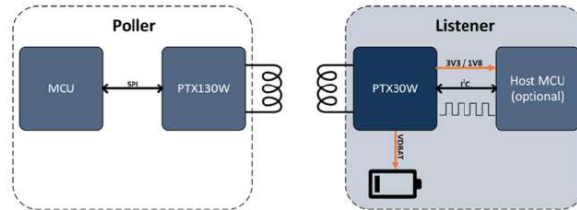
¹¹¹ Doc. No. 1-2 at 5 of 11.

a battery power source for supplying power to the wireless power transfer system;

NFC wireless charging system consists of:

- WLC Poller (power transmitter and communication initiator)
- WLC Listener (power receiver)

NFC wireless charging solution is based on well-established NFC technology operating at 13.56MHz.



<https://www.renesas.com/us/en/document/ovr/nfc-wireless-charging-wlc-product-overview?r=25426216> 2022-12-15

For example, Renesas Electronics's PTX130W/PTX30W describes "Li-Ion and Li-Polymer batteries support", which means supplying power to the wireless power transfer system.

¹¹² wherein Koji explains

Defendants' wireless charging system from its own website. Koji proceeds through the next several elements to provide screenshots from Defendant's website that explain the functionality of the accused product.¹¹³ No further showing is necessary to comply with Rule 11 at the pleading stage. Each of William Ramey, Susan Kalra and Jeffrey Kubiak have shown compliance with Rule 11.¹¹⁴

E. Sanctions Under the Court's Inherent Power are Not Warranted

The Ninth Circuit is clear that an award of sanctions under a court's inherent authority must be preceded by a finding of bad faith, or conduct that constituted or was tantamount to bad faith.¹¹⁵ Here, there is no showing of bad faith.

¹¹² Doc. No. 1-2 at 6 of 11.

¹¹³ Doc. No. 1-2 at 7-11/11.

¹¹⁴ Ramey Decl. at ¶24.

¹¹⁵ *Gomez v. Vernon*, 255 F.3d 1118, 1134 (9th Cir. 2001).

1 The Court requested that sanctions under the court's inherent power are addressed for (1)
 2 the unauthorized practice of law or abetting the unauthorized practice of law, (2) inadequate pre-
 3 filing inquiry regarding the impact of prior dismissals before the Third Amended Complaint was
 4 filed and (3) pre-filing analysis of infringement (including claim interpretation in light of the
 5 specification and file history) prior to filing the Second and Third Action.
 6

7 As discussed herein, there is no evidence or showing that any of the complaints filed by
 8 Koji or by its attorneys are improper under Rule 11. Each of William Ramey, Susan Kalra and
 9 Jeffrey Kubiak maintain that they performed an adequate investigation under the
 10 circumstances.¹¹⁶ Moreover, Ms. Kalra relied on William Ramey and Jeffrey Kubiak in filing
 11 both the second and third complaints.¹¹⁷ There is no evidence that either the second or third
 12 complaint fail to comply with Rule 11. In the Ninth Circuit, a rule 11 violation requires a
 13 frivolous pleading either upon the facts or the law. Here, as there is no frivolous pleading, there
 14 is no Rule 11 violation.¹¹⁸
 15
 16

17 Koji was prepared to test the merits of its infringement position,¹¹⁹ but ultimately
 18 decided to dismiss due to other factors. Renesas's comment that a \$5,000 offer to settle is less
 19 than the cost of defense ignores the realities of the case, as it was Renesas that claimed sales
 20 were around \$4k.¹²⁰ Therefore, a \$5,000 settlement offer is not unrelated to the damages in the
 21 case but rather directly in line.
 22
 23
 24

25 ¹¹⁶ Ramey Decl. at ¶24; Kalra Decl. at ¶¶25-27; Kubiak Decl. at ¶15.

26 ¹¹⁷ *In re Crystal Cathedral Ministries*, No. 2:12-BK-15665-RK, 2020 WL 1649619, at *36
 27 (Bankr. C.D. Cal. Mar. 31, 2020), *aff'd*, No. 2:12-BK-15665-RK, 2021 WL 2182975 (B.A.P.
 9th Cir. May 28, 2021).

28 ¹¹⁸ *In re Keegan Mgmt. Co., Sec. Litig.*, 78 F.3d 431, 434 (9th Cir. 1996).

¹¹⁹ Ramey Decl. at ¶17.

¹²⁰ Ex. B at July 28, 2024 e-mail.

F. Sanctions Under §1927, Rule 11 or the Court's Inherent Power are not Warranted.

Reneas has made no showing that counsel for Koji should be independently sanctioned. There is simply no “evidence of bad faith, improper motive, or reckless disregard of the duty owed to the court.”¹²¹ Here, the case was at the pleading stage and dismissed after counsel discussed the cases. This is routine litigation and there is no evidence to the contrary. Reneas’s request for sanctions against counsel for Koji is designed to have a chilling effect on Ramey LLP and its ability to file lawsuits, is inappropriate and without legal basis. Reneas has presented no evidence to the Court that Ramey LLP’s conduct (or the conduct of its lawyers) warrants sanction under Section 1927 or the inherent power of the Court. Reneas has failed to even allege the proper standard, that of bad faith, of which there is none. The petty comments by counsel for Reneas serve no purpose in this case or any other case. Here, the present case was dismissed prior to Reneas even entering an appearance. Counsel for Reneas’s appearance is the sole reason Reneas incurred expenses for this case. There simply no evidence to overcome the presumption that the lawsuit was filed in good faith.¹²²

Ramey LLP has a mission of making patent litigation available to all patent owners with valid infringement claims. Ramey LLP is able to level the playing field by efficiently litigating patent infringement cases . Ramey LLP tries to make patent infringement litigation affordable for those patent infringement cases where the potential damages make the case unattractive to most firms. Ramey LLP believes all meritorious claims can be pursued and all intellectual

¹²¹ *Edwards v. Gen. Motors Corp.*, 153 F.3d 242, 246 (5th Cir.1998).

¹²² *Checkpoint Sys., Inc. v. All-Tag Sec. S.A.*, 858 F.3d 1371, 1376 (Fed. Cir. 2017).

1 property owners deserve representation. That Renesas finds itself accused of infringing patents
2 is not a commentary on Ramey LLP but rather the business practices of Renesas.

3
4 **V. CONCLUSION**

5 The Court's Show Cause Order should be discharged without sanction. Ramey LLP and
6 its lawyers William Ramey, Susan Kalra and Jeffrey Kubiak have modified their practice to
7 ensure that there is no further pleadings submitted with a lawyers name not already admitted into
8 the court. There was no intent to deceive or violate any rule of a state bar, licensing authority,
9 or court. However, Ramey LLP and its lawyers have modified their actions and the issue will
10 not repeat.

11
12 Further, the Court should discharge its Show Cause Order under Rule 11 and its inherent
13 authority as Ramey LLP has shown that each of the complaints it filed were appropriately based
14 under the then existing law and facts and there is no evidence that Ramey LLP or its lawyers
15 intended to commit a fraud on the Court or engaged in conduct that was tantamount to fraud.

16
17
18 Dated: September 12, 2024

Respectfully submitted,

19 RAMEY LLP

20 /s/ Susan S.Q. Kalra

21 Susan S.Q. Kalra, CA SBN 167940

22 Email: skalra@rameyfirm.com

23 303 Twin Dolphin Drive, Suite 600

24 Redwood City, CA 94065

25 Telephone: (800) 993-7499

26 Fax: (832) 900-4941

27 *Attorneys for Plaintiff*
28 Koji IP, LLC